

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
519 E. BADILLO STREET
COVINA, CA. 91723**



COVINA-VALLEY
UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

**FIBER WIDE AREA NETWORK (WAN)
SERVICES DISTRICTWIDE
E-RATE FUNDING YEAR 2024**

RFP NUMBER 23-24-103

**Proposals must be submitted to:
Covina-Valley Unified School District
Attn: Purchasing Department
519 E. Badillo Street
Covina, CA 91723**

**Issue Date: October 25, 2023
470 Posting Date: October 25, 2023
Bid Submittal Date/Time: December 14, 2023 at 11:30AM PST**

NOTICE INVITING PROPOSALS

Notice is hereby given that the Board of Education of the COVINA-VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as the “District”) of Los Angeles County, California, will receive proposals for:

E-RATE YEAR 28 (2024-2025), FIBER WIDE AREA NETWORK (WAN) RFP 23-24-103

Sealed proposals must be delivered to the Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723, no later than **11:30 A.M. on Friday, December 14, 2023.**

Proposal Package and specifications are available online at the District’s website Purchasing page at <https://www.c-vusd.org/Page/758> and clicking on the Covina-Valley Bid Portal Link and on USAC’s website at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index..>

Sealed proposals shall be made and presented only on the forms presented by the District. It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

All prospective proposers are hereby instructed to not contact any District staff member, other than the noted contact related to this RFP, at any time during the process. Any such contact shall be cause for rejection of your proposal. No Phone call will be accepted. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.

The Covina-Valley USD Board of Education reserves the right to reject all or part of the bid, to waive technicalities and irregularities, and to accept the offer the District considers most advantageous. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) with the proposal.

Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District, Los Angeles County, State of California

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**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
FIBER WIDE AREA NETWORK (WAN) SERVICES DISTRICTWIDE
REQUEST FOR PROPOSAL**

OVERVIEW

Covina-Valley Unified School District is seeking proposals from qualified WAN Service Providers for leasing a high-speed fiber optic network system servicing all sites districtwide using high-speed managed leased lit fiber optics in the entire Wide Area Network system configured in a resilient ring topology. The proposed solution MUST be in-line with E-rate requirements. The District has an on-going strategic plan which includes supporting various telecommunications services, connectivity, and digital services, video, data, etc. between all of its sites. The current Technology infrastructure consists of a local area network installed at each campus with a hub and spoke wide area network connecting the 1Gb campus circuits to a 10Gb aggregate circuit back to the District's Data Center. The current topology and speeds no longer meet the needs of the District.

Qualified vendors must provide a solution and pricing for deployment of a terrestrial based "path protected" resilient Ring Topology Fiber Optic Network with dedicated 10Gb (10000 Mbps) full duplex connection to each site. Pricing for this must be included in the bid form response (Attachment A). The District requires a resilient "active/passive" ring design that maximizes system availability. For clarity, "active/passive" refers to a single primary ringed protected network whereby "active" capacity flows in one direction and "passive" capacity is immediately available to maintain network availability (stay in service) if an outage event such as a fiber cut occurs on the ring.

Due to space limitations at the School Sites, equipment is limited in size to 2 Rack Unit (RU). The interface to the District's equipment at each site shall be singlemode fiber using duplex LC connectors (SFP+).

Any transitional network outage and resolution shall be coordinated in advance (min 1- day) with and approved by "The District" Information Technology staff.

An uptime guarantee of 99.9% or better shall be provided on a 24x7x365 basis, and the Service Provider will guarantee a 4-hour response time on all network outages or issues or low performance.

The circuits shall be capable of carrying multiple digital data services including multicast.

All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to "The District".

All Service Provider equipment installed shall be under repair maintenance at no cost to "The District" for the life of the contract agreement.

As part of the vendor bid proposal, include a Google Earth style DMZ Map showing cabling pathway diversity and routing to be used for the requested service.

WAN services are the lifeblood of every school in the District, and it is essential that those services are not disrupted. Therefore, every vendor submitting a bid must include a detailed project plan identifying how you will install, test, and confirm the circuits prior to the July 1, 2024 service start date.

SPECIFICATIONS

SCOPE

The purpose of this Request for Proposals is to provide the Covina-Valley Unified School District with a qualified Ethernet Wide Area network provider who can meet the current and future wide area network (Ethernet) services requirements of the District in a cost-effective manner.

GENERAL CRITERIA FOR SCOPE OF SERVICES

Metropolitan Wide Area Network

Covina-Valley Unified School district requests proposals for a Metropolitan Wide Area Network Upgrade to increase bandwidth and services to improve internet access between the C-VUSD Administration/Network Data Center and elementary, middle, and high schools, and special education and adult education sites listed on "Attachment A and B".

Any resulting contract will be subject to E-rate and California Teleconnect funding, eligibility and timelines and will be for services commencing during the 2024-2025 school year. Services will begin no sooner than July 1, 2024.

Installation may begin earlier to accommodate a July 1, 2024 services start date. As the cut-over date for any new carrier is **July 1, 2024**, CVUSD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the CVUSD transition team. The transition plan is to outline the expectations the supplier team would have of CVUSD and the information or task CVUSD is to provide the supplier and the date any information or task would be required.

The District requires options for removal or reduction of services and or sites due to closures or reorganization requirements as deemed necessary by the District. The District will require that there be no early termination charges or other penalties assessed in such a situation that is determined to be outside the control of the District. Including an option for growth including, but not limited to, increases in service bandwidth and/or additions of locations, as determined necessary by the District.

WAN Construction

There shall be no up-front costs to the District. All costs shall be amortized and applied equally on a monthly basis over the term of the contract once service to each site is fully operational.

Construction of the Covina-Valley Unified School District WAN shall be completed and each site fully operational within nine months of the issuance of the Notice to Proceed. Construction period is part of the contract term.

Failure to complete the work within the specified time may result in the imposition of liquidated damages for each day of delay as specified in the Information for Bidders.

The District strongly prefers that the Contractor for all outside direct buried construction, use Armored Fiber Optic cable that incorporates a corrugated Steel Armor Tape to provide for resistance to rodent attack.

The service provider is responsible to obtain all necessary right of ways, easements, and permits necessary for this project.

The Contractor is responsible for including all things necessary to successfully deliver the stated services to the designated equipment rack at each location. Coordinate with the District for exact rack and space allocation.

During the term of the contract, any changes in the routing of the fiber cable due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the service provider at no expense to "The District."

Any construction on Covina-Valley USD property shall be the responsibility of the service provider(s).

WAN service must support multicast.

The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by Covina-Valley Unified School District technical staff. All cost proposals must include pricing to install services and necessary equipment to the MDF location marked at each site. See "Attachment B" for maps with MDF locations.

INSTRUCTIONS / INFORMATION FOR PROPOSERS

Qualified Contractors

The District intends to solicit proposals, for the above referenced services, from qualified contractors currently established in the business of providing telecommunication network services of the nature and scope specified herein.

Prequalification of Proposers and MEP Subcontractors.

As a condition of proposing on this Project, and in accordance with California Public Contract Code section 20111.5, prospective Proposers are required to complete and submit prequalification documents. The District uses Quality Bidders for prequalification. The link to prequalify is at <https://www.c-vusd.org/Page/760>. A contractor that has **NOT** been prequalified will be deemed a non-responsive Proposer and the Proposal will be returned unopened.

Prequalification documents must be submitted by **Friday, November 17, 2023**. Contractors will be notified by email of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five days prior to the Proposal due date.

If this Project includes work that will be performed by mechanical, electrical or plumbing (“MEP”) subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, **C-43** or C-46 licenses), such MEP subcontractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all Proposers at least five business days prior to the Proposal due date. It is the responsibility of the Proposer to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified before submitting a Proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

This is a two stage process. The first stage is prequalification. The second stage is the screening and evaluation process on Page 9.

E-Rate Funding

The District intends to obtain maximum funding under the Federal Communications Commission’s E-Rate program for commercially available telecommunication services contracted as a result of this RFP. Contractors shall review and comply with the District’s E-Rate program instructions in Section XI.

Execution of Agreement

In addition to the Proposal Form, all bidders must sign **two (2) copies** of the Agreement page included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

Identification of Contractor

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners

and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of proposal.

Withdrawal of Proposals

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the District's consent.

Rejection of Proposals

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals and/or in the bidding documents. The District will award on the basis of the total proposal as may be determined, by the District, which is in the best interest of the District.

Questions and Clarifications Regarding this Request for Proposals

All questions or inquiries concerning this Request for Proposals must be submitted via email to rharbert@c-vusd.org no later than **November 10, 2023 at 4:00 PM** and will be responded via Addendum and posted on the District website and the EPC portal no later than **November 15, 2023**. The subject on the email header must read **RFP 23-24-104 WAN Districtwide Questions**. It is the sole responsibility of the vendor to check the district's website or ECP Portal for any addenda.

Amendments

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified **only with the prior written approval of the District.** Any addenda or bulletins issued by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

Other Documents of Agreement

Contractors submitting proposals that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note that the District's terms and conditions contained in this document take precedence over conflicting

language found in the Contractor's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Contractors unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

Taxes

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately on the Quotation Page.

Federal excise taxes are not applicable to school districts.

Proposal Negotiations

A proposal to modify any specific requirement of this Request for Proposal with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

Contractors Interested in More than One Proposal

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Contractor, or who has quoted prices of materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other contractors.

Method of Award and Evaluation

The award shall be made, as one lot, to the contractor whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality on non-substantive irregularity as the interests of the District may require.

The District reserves the right to make an award of this proposal any time up to 90 days from the date of proposal opening.

Screening and Evaluation of Proposals

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the vendor(s) will include the following evaluation and point assignment/rating criteria:

Price of E-rate Eligible Services and/or Products	35%
Previous experience with Vendor	20%
Methodology	25%
Completeness of response	20%
TOTAL:	100%

The district will score all responses submitted within the guidelines noted above, using the rubric/matrix scoring system. Covina-Valley Unified School District reserves the right to amend the vendor selection process.

A. Cost/Pricing (35 points maximum) - The District will consider and rate the explanation and detail of eligible service rates and fees.

B. Previous experience with Vendor (20 points maximum) - The District will consider and rate the previous experience with the vendor.

C. Methodology (25 points maximum) - The District will consider and rate the vendor's cutover plan and implementation plan.

E. Completeness of response (20 points maximum) - The District will consider and rate the completeness of the Contractor's submission.

Additional Scoring: The District reserves the right to select, up to, the top three (3) finalists for oral interviews based on the District's analysis and rating of the proposal package. These negotiations will have an additional point rating of up to 15 points. These negotiations will be conducted in order to negotiate the proposals submitted and to evaluate company expertise, qualifications, operations and services deemed by the District to be in its best interests.

Inspection of Facilities

The District reserves the right to inspect the Contractor's facilities and financial statement to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

Independent Price Determination

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
4. Each person signing the proposal certifies that he/she:

- a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 19. 1, 2, and 3 above; or
- b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to (1), (2), and (3) above.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify (1), (2), and/or (3) above. If (2) has been modified or deleted, the proposal will not be considered for award unless the Contractor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

Cost Liability

District assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Agreement resulting from this RFP. Total liability of the District is limited to the terms and conditions of this RFP and any resulting Agreement.

Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, other than the certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's proposal and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

Preparation of Proposal

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

The cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. Covina-Valley Unified School District accepts or implies no liability in the cost of proposal preparation or presentation.

Proposal Submittal

One (1) original set of required documents, one (1) hard copy and one (1) electronic (flash drive) copy in PDF format of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to “**Proposal Fiber Wide Area Network RFP 23-24-103**”, company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

No proposals shall receive consideration by the Covina-Valley Unified School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Proposals are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc.) in order to facilitate easy review and access, by the District evaluation team, to the submitted proposal information and documents.

Proposal Format

Proposal packages submitted by contractors must include the District’s Request for Proposal package **23-24-103** with all pages and issued addenda. All request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full. The signature of all individuals must be in long hand. The completed documents(s) must be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below detailing all proposal information requested on “Section 1 - Section XI”. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential for a complete understanding of the proposal submitted. Any changes to any portion of this proposal by the proposer may result in your response being considered non-responsive. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in “**Section I – Section XI**”:

Section I

DESCRIPTION OF FIRM(S)

1. Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.
2. List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow the provision of telecommunication network services requested in this RFP. The contractor of award will be required to provide the District with copies of the actual licenses and certificates held.

3. Indicate the amount of time you have been providing telecommunications service and your yearly revenue derived from service. Submit, under separate cover, an audited financial statement for the last two years of operation.

Section II

EXPERIENCE AND QUALIFICATIONS OF FIRM(S)

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining telecommunication service for similarly sized customers. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

Subcontractors Requirements

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by the contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

Section III

PROPOSED METHODOLOGY FOR PROVIDING SERVICES

The District is currently obtaining telecommunications WAN network services through Frontier Communications. Frontier Communications is the sole provider of these services to the District. Describe in technical detail the methodology by which you would provide the required services. In particular, the contractor must describe how it will expediently implement their metropolitan wide area network (Ethernet) no later than July 1, 2024. Proposals submitted must also address how the contractor will ensure that the District will receive accurate invoicing within 60 days of the term commencement date.

Section IV

SERVICE LEVELS PROVIDED

Provide your standard installation time frames, response to problems, and restoration time periods for all services provided.

Section V

REFERENCES

Provide at least six (6) references for whom your firm provided telecommunication network services of a similar nature. A minimum of three (3) references should be local to the Los Angeles County. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance. Submission of written testimonials by customers

must be submitted on company letterhead and under the signature of an executive/senior management officer of the company and/or agency.

Section VI

SERVICES

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
2. How frequently are accounts, including invoices, reviewed by the account team?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service? Will the District's account team be located in Los Angeles County for the duration of the contract?
5. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
6. What type of managerial reports are offered (i.e., by number, location, long duration, frequency, etc.)?
7. Can these managerial reports be customized?

All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement. For example, if we add a new school in year three of a five year contract, the new school will expire at the end of the existing five year term.

Section VII

COSTS AND PRICING

Utilize Attachment "A" Pricing Worksheet for cost breakdown per site. Complete all sections, answering all questions and filling the cost matrix with applicable rates. Vendors must list all one-time charges, monthly charges, access charges, applicable taxes, surcharges, and fees in this table (additional lines/columns may be added if necessary). Include as part of your proposal. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/termination of this agreement.

Section VIII

BILLING

It is expected that billing will be provided in an electronic format and sent via email to billing@c-vusd.org. All billing/invoicing shall be done in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein by contractor.

Specific Requirements:

Billing shall be provided in both paper and electronic format. Contractor shall briefly describe the format, as well as provide a demonstration bill with its RFP response.

1. Billing dates

2. Detail of installation, prorated, and other one-time charges
3. Detail of monthly recurring charges
4. Username and/or department assigned to unit
5. Taxes and surcharges
6. Credits and adjustments

Other invoice specifications:

1. Describe options for including internal account codes or text descriptions on invoices and reports. Include any character limitations as well.
2. The Contractor shall generate complete invoices each month and send them via email to billing@c-vusd.org. Contractor shall generate and send paper copies of the invoices if requested by the District.
3. Invoices should be available in both paper and electronic format. State any installation and recurring monthly charges associated with this electronic billing format.
4. State if web-based invoices are available. What are the associated costs, features, and limitations of the program (i.e., bill review, order placement and tracking, inventory management, etc.)?
5. Contractors shall describe the on-site (i.e., District-designated location) training provided on billing platforms selected by the District.
6. Is a single account representative available for billing assistance? If so, specify in detail.
7. Contractors shall describe their methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.
8. Vendors must provide policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired? Also, vendor will make adjustments for all verified errors at any time during the contract, regardless of the timeframe between the original charge and the final resolution.

Section IX

NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially in regard to reliability, redundancy and fault tolerance.

Section X

EVIDENCE OF RESPONSIBILITY

Contractors shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the proposal.

Section XI

E-RATE REQUIREMENTS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet

access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

As previously stated in RFP Scope, the District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available telecommunication services contracted as a result of this RFP.

The successful Contractor shall be responsible for providing the District the applicable E-Rate discounts in accordance with E-Rate program rules and requirements and California Teleconnect Fund rules and requirements.

Proposals must include on separate company letterhead a written acknowledgement stipulating the Contractor's awareness of and commitment to comply with all current E-Rate program requirements, regulations, and conditions.

Additionally, in this section of the submitted proposal, Contractors are to detail their proposed methodology for providing the E-Rate discounts to the District.

At this time, the District requests that E-Rate discounts are applied to the current invoice for current services. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

All Contractors submitting proposals must be an eligible telecommunications services provider in accordance with all applicable E-Rate rules, regulations, and requirements. Such eligibility and compliance must be addressed in proposal submitted. Furthermore, all Contractors submitting proposals must provide their E-Rate Service Provider Identification number (SPIN) in their proposal. Failure to provide the required SPIN number will be grounds for rejection of bid. Bidders wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at <http://www.sl.universalservice.org>.

GENERAL CONDITIONS

1. Extra, Additional, or Omitted Work-Payment

The Governing Board may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition, or omission shall be specified in writing and the cost agreed upon between the governing board and the Contractor. This may be done without the formality of securing bids, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

2. Insurance

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California. **Such surety provider(s) shall possess a current Best's Key Rating of A Minus (A-) or better.** Failure to provide insurance certificates as required shall be grounds for bid rejection.

A. General

1. As specified below, the Contractor shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims under Workers' Compensation Acts, and such public liability insurance as will protect him and the District from claims from damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any other subcontractor or anyone directly or indirectly employed by either of them.

2. The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission of the Contractor or any other person, firm, or corporation, directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to his work, the bidder at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.

c. Contractor shall defend, indemnify, protect and hold harmless Covina Valley Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not

limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

3. Certificate of Insurance:

- a. Certificates shall be filed with the Purchasing Department of the District.
- b. Certificates shall have included the following clause:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Covina-Valley Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.”

Certificates of insurance shall state in particular those insured, the extent of the insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers' Compensation Insurance

- 1. The Contractor shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
- 2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected.
- 3. The Contractor shall file with the District certificates of his insurance protecting workmen as specified above.

C. Public Liability and Property Damage Insurance

- 1. The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be hereinafter set forth.

Amounts of Insurance:

General Liability		
Comprehensive Form	Bodily Injury and	
Products/Completed Operations	Property Damage Combined	\$1,000,000
Auto Liability		
Comprehensive Form	Bodily Injury and	
Owned, Nonowned Hired	Property Damage Combined	\$1,000,000

D. Fire Insurance

1. The Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are part of this contract and subject to loss or damage by fire.

3. Indemnification

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless and to indemnify the District from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

c. Contractor shall defend, indemnify, protect and hold harmless Covina Valley Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

4. Excuse for Non-Performance - Force Majeure Clause

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

5. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or

services to be performed under the proposal shall conform to any applicable requirements of local, state, and federal law.

7. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

8. Employment Diversity Plan (optional)

Contractors who will perform more than \$58,900.00 in business with the District during the fiscal year can provide the Contract Compliance Office with an employment diversity action plan prior to the signing of any contract. A good faith effort is asked to be made by the contractor in providing this plan, if available, to the District.

9. Governing Law and Venue

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in Los Angeles County.

10. Invoicing

Contractor shall issue separate invoices on a monthly basis for all services provided. For the District's portion of the billable amount, invoices shall be submitted via email to:

Covina-Valley Unified School District
Attn: Accounts Payable
billing@c-vusd.org

Each invoice must reference **PROPOSAL/CONTRACT NO. 23-24-103** and the assigned, applicable invoice number.

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month. If contractor does not apply discounts to invoices in a timely manner, District reserves the right to terminate the agreement upon written notice.

11. Gratuities

District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to the Covina-Valley Unified School District.

12. Proprietary Information

All proposals received in response to this Request for Proposals become the property of the Covina-Valley Unified School District. In the event a contract is awarded, all documentation,

regardless of media format, produced as a result of the contract, will become the property of the Covina-Valley Unified School District.

13. District's Representative

The District's representative will be:

[Brock Jacobsen](#)

Director, 21st Century Learning and Technology Support Services
Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
(626) 974-7000 ext. 800039
(626) 974-7032 (Fax)
bjacobsen@c-vusd.org

14. Term of Contract, Pricing and Renewals

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP shall be for 60 months. Rates/pricing offered shall be firm and fixed for the duration of this agreement.

Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

15. Default

If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

16. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

17. Conduct of Contractor

The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with the interests of the District.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

The Contractor shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of vendors or subcontractors in advance of official announcement.

The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment -- directly or indirectly -- to District employees.

18. Audit and Inspection of Records

GENERAL

The District shall have the audit and inspection rights described in this section.

COST OR PRICING DATA

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

AVAILABILITY

The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of ten (10) years from the date of final payment under this contract, or by (a) and (b) below:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of ten (10) years from the date of final settlement.
- b. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or ten (10) years after contract completion, whichever is longer.

19. Disputed Charges / Billing

In the event that the District reasonably determines that there is a material discrepancy between the contractor's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the contractor, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the vendor, both parties agree to arbitration by an impartial third party. The contracted vendor shall not disrupt service to the District for such issues pending resolution.

20. Right To Acquire Equipment and Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest. The District reserves the right to not enter into a contract as a result of this RFP.

END OF GENERAL CONDITIONS DOCUMENT

PROPOSAL FORM

Covina-Valley Unified School District
Purchasing Department
519 E. Badillo Street
Covina, CA 91723

Re: Request for Proposal No. 23-24-103

To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal; hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company _____

Legal Status _____
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Service Provider Ident. No. (SPIN) _____

Address: _____

Authorized Representative: _____
Signature (also sign page)

Name (print or type)

Title

Date: _____

Telephone: _____

Email: _____

ATTACHMENT "A" - PRICING WORKSHEET

Utilize Attachment "A" Pricing Worksheet for cost breakdown per site. Complete all sections on the pricing worksheet, answering all questions and filling the cost matrix with applicable rates. Vendors must list all one-time charges / installation / special construction charges, monthly charges, access charges, applicable taxes, surcharges, and fees in this table (additional lines/columns may be added if necessary). Include as part of your proposal. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/ termination of this agreement.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR:
FIBER WIDE AREA NETWORK**

This Agreement is entered into this _____ day of _____, 2024, by and between the Covina-Valley Unified School District, hereinafter referred to as "District", and _____ hereinafter referred to as "Contractor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2029**.

II

WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

The services provided under this contract are contingent upon Covina-Valley Unified School District receiving a formal federal E-Rate USAC/SLD letter of commitment or, when applicable, funding by the California Teleconnect Fund. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.

IV

NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VII
METHOD OF PAYMENT

Payment will be made after completion of all work and acceptance by the District, and receipt of auditable invoice.

VIII
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

X
CHANGE ORDERS

Option for growth including, but not limited to, increases in service bandwidth and/or additions of locations, as determined necessary by the District. Options for removal or reduction of services as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

CONTRACTOR:

License No. _____

By _____

Title _____

Date: _____

(Corporate Seal)

DISTRICT:

Covina-Valley Unified School District

By _____

Title: Manuel Correa, Chief Business Officer

Date _____

Governing Board Date: _____, 2024

Board Approval Date _____

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant .

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

h. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

i. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC:

<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

j. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.

The Category 1 service must depend on the installation of the infrastructure.

The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.

No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) **FCC/USAC AUDITS**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this

RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM**

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider t. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Covina-Valley Unified School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of

_____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Subcontractor Name	Address	License Type & Number	DIR Registration Number	E-Mail & Phone Number

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: _____
 Date: _____
 Name: _____
 Signature of Bidder Representative: _____
 Address: _____
 Phone: _____

E-Rate Qualification Certification

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER: _____
(Name of Company)

Date: _____, 2023 By: _____

(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

Spin Number: _____

CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

_____ (Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor’s bid.

DEBARMENT AND SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Covina-Valley Unified School District

Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name Title

Signature

Name of Company

Date

RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

DEBARMENT INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between _____
School District (the “District” or the “Owner”) and _____
_____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**FORMS TO BE COMPLETED BY CONTRACTOR
AWARDED THE RFP**

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Covina-Valley Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE:

CONTRACTOR

By:

Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:

CONTRACTOR

By:

Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the awarded Vendor fails to provide the documents required bellow, the District may award the contract to the next responsible and responsive Vendor. All insurance provided by the bidder shall fully comply with the requirements set forth in Item No. 28 of the General Terms and Conditions of the contract documents.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverage's set forth in Item No. 28 of the General Terms and Conditions, proper Proposal description, designation of the CENTRAL UNION HIGH SCHOOL DISTRICT as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____
	(Contact Name) (Title)

	(Company)

	(Street Address)

	(City) (State) (Zip Code)

	(Telephone Number) (Fax Number)

2. **Workers' Compensation / Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverage's and requirements set for in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Proposal description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverage's and requirements set forth in the General Terms and Conditions, minimum 30 days'

cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____
	(Contact Name) (Title)

	(Company)

	(Street Address)

	(City) (State) (Zip Code)
	() _____ () _____
	(Telephone Number) (Fax Number)

Date

Vendor's Firm Name

By: _____

Signature

Title

VENDOR'S/CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of Vendor]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **COVINA-VALLEY UNIFIED SCHOOL DISTRICT**, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

1) The installation of a physical barrier at the worksite to limit contact with pupils.

2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____, 20_____
[Name of Vendor]

Signature

By its: _____
Print Name Title

PAGE 2 - LIST OF EMPLOYEES

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
CONSTRUCTION CONTRACTOR
FORMS AND AGREEMENT

STEP 1 – Employee Verification

Are you a part-time or full-time employee of the
COVINA-VALLEY UNIFIED SCHOOL DISTRICT? Yes No

If you responded affirmatively, STOP, you cannot be hired as a Contractor. Contact the Technology Department immediately for further assistance.

If you responded negatively, please continue to Step II.

STEP II – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the COVINA-VALLEY UNIFIED SCHOOL DISTRICT must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated? Yes No

If you responded affirmatively, please continue to Step III and disregard Form W-9 (attached).

If you responded negatively, please complete Form W-9 and continue to Step III.

STEP III – Form 590

As directed by California Revenue and Taxation Code, Section 18662, the COVINA-VALLEY UNIFIED SCHOOL DISTRICT is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

Are you a resident of California, or do you have a permanent
place of business in California? Yes No

All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

If you responded affirmatively, please disregard Form 590 (attached).

If you responded negatively, please complete Form 590.

Signature

Date

Print Name

Title

Phone Number

Name of Company

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